

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
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ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 8/2/2021

ROBERTA ARNONE, aka THE NEIGHBORLY  
NOTARY and NEIGHBORLY NOTARY, INC., a New  
York Corporation,

Plaintiffs,

-v-

ROXANNE SCOTT and THE NEIGHBORLY  
NOTARY, LLC, an Ohio Registered Limited Liability  
Corporation, d/b/a THE NEIGHBORLY NOTARY,

Defendants.

20-cv-9683 (LJL)

ORDER

LEWIS J. LIMAN, United States District Judge:

Parties are directed to appear for a telephonic conference on August 9, 2021 at 11:00 a.m. Parties are directed to dial (888) 251-2909 and use access code 2123101.

Because the parties have asked the Court to retain jurisdiction to enforce their agreement, the settlement is a judicial document and therefore subject to a presumption of public access under *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110 (2d Cir. 2006). The parties have not identified any factors that would overcome the presumption of access. *See In re Sept. 11 Litig.*, 723 F. Supp. 2d 526, 532-33 (S.D.N.Y. 2010) (unsealing settlement documents because “the final settlement would be subject to ‘a proceeding in open court, and the document sought to be acted upon by the judicial power . . . must become a public record.’”) (quoting *United States v. Glens Falls Newspapers, Inc.*, 160 F.3d 853, 867-57 (2d Cir. 1998)); *see also Mercer Health & Benefits LLC v. DiGregorio*, 2018 WL 3559165, at \*1 (S.D.N.Y. July 13, 2018) (directing the parties to file their settlement agreement on the public docket with only redactions for “client lists and any other information for which the parties can make a compelling showing of the need for confidentiality”). Parties should be prepared to discuss the effect of these decisions on the Court’s authority to retain jurisdiction to enforce the agreement.

SO ORDERED.

Dated: August 2, 2021  
New York, New York



LEWIS J. LIMAN  
United States District Judge